This instrument was prepared by Loan Administrator, The First National Bank of Fort Smith, Post Office Box 7, Fort Smith, AR 72902

When recorded return to Loan Administrator, The First National Bank of Fort Smith, Post Office Box 7, Fort Smith, AR 72902

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2016/24144
Term/Cashier: CASH5/Jimmy Bennett
02/10/2016 1:15:01PM
Tran: 365839
Total Fees: $50.00

Book 2016 Page 24144
Recorded in the Above
MORTGAGE Book & Page
02/10/2016

Space Above This Line For Recording Data

# MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 4, 2016. The parties and their addresses are:

**MORTGAGOR/GRANTOR:**

**JUAN I JACOBO**
Spouse of MARIA ISABEL REYES
1207 W OLIVE ST
ROGERS, AR 72756-0000

**MARIA ISABEL REYES**
Spouse of JUAN I JACOBO
1207 W OLIVE ST
ROGERS, AR 72756-0000

**ROSA M JACOBO**
An unmarried individual
204 E GUM ST
ROGERS, AR 72756-5528

**LENDER/GRANTEE:**

**THE FIRST NATIONAL BANK OF FORT SMITH**
Organized and existing under the laws of the United States of America
Post Office Box 7
602 Garrison Avenue
Fort Smith, AR 72902

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated February 08, 2013 and recorded on February 13, 2013 (Security Instrument). The Security Instrument was recorded in the records of Benton County, Arkansas at Book 2013 Page 32970 *** AND *** Assignment of Leases and Rents dated February 08, 2013 and recorded on February 13, 2013 at Page 2013 and 32979 and covered the following described Property:



2620662%1341%02042016

LOT 24, BLOCK 1, OLRICH ACRES, ROGERS, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "17" AT PAGE 22.

The property is located in Benton County at 204 E GUM ST, ROGERS, Arkansas 72756.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 2620662, dated February 8, 2013, from JUAN I JACOBO and MARIA ISABEL REYES (Borrower) to Lender, with a modified loan amount of $37,921.33 and maturing on February 8, 2019.

(b) All Debts. All present and future debts from JUAN I JACOBO and MARIA ISABEL REYES to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

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02/10/2016

JUAN I JACOBO

MARIA ISABEL REYES

ROSA M JACOBO

**LENDER:**

The First National Bank of Fort Smith

By _____
Tim Anderson, Consumer Loan Officer

**ACKNOWLEDGMENT.**

State OF Arkansas, County OF Benton ss.

On this 5 day of February, 2016, before me, Ruston Blaty, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), appeared the within named JUAN I JACOBO , spouse of MARIA ISABEL REYES, MARIA ISABEL REYES , spouse of JUAN I JACOBO, and ROSA M JACOBO , an unmarried individual, to me personally well known (or satisfactorily proven to be such person), who stated and acknowledged that he/she/they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5 day of February, 2016.

*Notary Public*

*My commission expires:* 3-9-19

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02/10/2016

RUSTON BLATY
MY COMMISSION # 12370139
EXPIRES: March 9, 2019
Benton County

Book 2016 Page 24148
Recorded in the Above
MORTGAGE Book & Page
02/10/2016

**(Lender Acknowledgment)**

State of Arkansas, County of Benton ss.

On this 5 day of February, 2016, before me, Ruston Blaty, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Tim Anderson, (being the person or persons authorized by said corporation to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he/she/they was/were the Consumer Loan Officer of the The First National Bank of Fort Smith, a(n) corporation, and was/were duly authorized in his/her/their respective capacity(ies) to execute the foregoing instrument(s) for and in the name and behalf of said corporation, and further stated and acknowledged that he/she/they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5 day of February, 2016.

*Notary Public*

*My commission expires:* 3-9-19

RUSTON BLATY
MY COMMISSION # 12370139
EXPIRES: March 9, 2019
Benton County

Benton County, AR
I certify this instrument was filed on
02/10/2016 1:15:01PM
and recorded in MORTGAGE Book
2016 at pages 24144 - 24148
Brenda DeShields-Circuit Clerk